

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEBRASKA**

KIMBERLY MOREHEAD,)	
)	
Plaintiff/Counter-Defendant,)	
)	Case No.: 8:22-cv-00120
v.)	
)	
FISERV SOLUTIONS, LLC,)	
)	
Defendant/Counter-Plaintiff.)	
)	

**DECLARATION OF ANTHONY S. MARINO IN SUPPORT OF FISERV SOLUTIONS,
LLC’S UNOPPOSED MOTION TO JOIN FISERV, INC. AS A NECESSARY PARTY
UNDER FEDERAL RULE OF CIVIL PROCEDURE 19 OR, IN THE ALTERNATIVE,
AS A PERMISSIVE PARTY UNDER FEDERAL RULE OF CIVIL PROCEDURE 20**

I, Anthony S. Marino, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I submit this declaration in support of Defendant/Counter-Plaintiff Fiserv Solutions, LLC’s Unopposed Motion to Join Fiserv, Inc. as a Necessary Party Under Federal Rule of Civil Procedure 19 or, in the Alternative, as a Permissive Party Under Federal Rule of Civil Procedure 20.

2. The matters stated in this declaration are within my personal knowledge and, if called as a witness, I could and would competently testify to them.

3. I am Executive Vice President and Chief Human Resources Officer of Fiserv, Inc.

4. Fiserv, Inc., a business incorporated under the laws of the State of Wisconsin with its principal place of business in Wisconsin.

5. Fiserv, Inc. is the sole member of Fiserv Solutions, LLC (“Fiserv Solutions”).

6. On or about October 15, 2021, Fiserv, Inc. entered into a Release of Claims (the “Release”) with Kimberly Morehead (“Morehead”), a Fiserv Solutions employee. The Release also included a Restrictive Covenant Agreement (“RCA”). Under the terms of the RCA, Morehead is prohibited from working for a competitor of Fiserv, Inc. for a 24-month period from the date of her separation from Fiserv Solutions. Similarly, Morehead is also prohibited from soliciting Fiserv, Inc. customers for 24 months and from soliciting Fiserv, Inc. employees for 12 months.

7. Fiserv, Inc. and Morehead are the parties to the Release and RCA.

8. As consideration for the Release and RCA, Fiserv Solutions, as her employer, paid Morehead \$466,000.

9. Fiserv, Inc. has and claims an interest in Morehead’s declaratory judgment action against Fiserv Solutions, as well as Fiserv Solutions’ counterclaim against Morehead for breach of contract and unjust enrichment.

10. Fiserv, Inc. wishes to defend against Morehead’s declaratory judgment claim to protect its contractual rights. Similarly, Fiserv, Inc. wishes to assert claims against Morehead for breach of contract and unjust enrichment.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: May 8, 2022 | 15:38 CDT
May __, 2022

DocuSigned by:
Anthony Marino
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Anthony S. Marino